UNIVERSITY OF ILLINOIS
AT URBANA-CHAMPAIGN

Office of the Dean

College of Liberal Arts and Sciences
2090 Lincoln Hall
702 South Wright Street
Urbana, IL 61801-3631

Revised October 03, 2013

CONFIDENTIAL

Professor Steven Salaita
via email salaita@vt.edu

Dear Professor Salaita:

August 16
SS

Upon the recommendation of Professor Jodi Byrd, Acting Director of the American Indian Studies, I am pleased to offer you a faculty position in that department at the rank of Associate Professor at an academic year (nine-month) salary of $85,000 paid over twelve months, effective ~~January 01~~, 2014. This appointment will carry indefinite tenure. This recommendation for appointment is subject to approval by the Board of Trustees of the University of Illinois.

Professor Jodi Byrd will be writing separately to you about your opportunities here, about research support, and about your responsibilities, including teaching assignments.

At the University of Illinois, like at most universities in this country, we subscribe to the principles of academic freedom and tenure laid down by the American Association of University Professors (AAUP). The Statement on Academic Freedom and Tenure of the American Association of University Professors has been since 1940 the foundation document in this country covering the freedoms and obligations of tenure. The AAUP Statement on Professional Ethics is a document of similarly broad application to those in academia. I am enclosing copies of these documents for your information, and commend them to your attention.

We would appreciate learning of your decision by 10/14/2013. I have included an enclosure describing some of the general terms of employment at the University. If you choose to accept our invitation, we would appreciate your returning a photocopy of this letter with the form at the bottom completed and signed. When you arrive on campus, you will be asked to present proof of your citizenship and eligibility to work (see the I-9 form). If you are not a U.S. citizen, this offer will be contingent upon your being able to secure the appropriate

visa status. Should you accept our offer, our Office of International Faculty and Staff Affairs is available to assist you with this process.

Please let me express my sincere enthusiasm about your joining us. The University of Illinois at Urbana-Champaign offers a wonderfully supportive community, and it has always taken a high interest in its newcomers. I feel sure that your career can flourish here, and I hope earnestly that you will accept our invitation.

Sincerely,

Brian H. Ross
Interim Dean

Enclosures
c: Jodi Byrd

I accept the above offer of October 03, 2013: [signature]

Name: Steven Salaita
Current e-mail address: salaita@vt.edu
Birthdate: [redacted]
United States Citizen: X Yes _____ No

Signature: [signature] Date: 10/9/13

I-9

The I-9 is the Employment Eligibility Verification form that is required by the Department of Homeland Security's U.S. Citizenship and Immigration Services. The I-9 is extremely important in the hiring process and not following the guidelines for completion can delay an employee's start date. Beginning 7/1/2011, employees are required to use a system called "Tracker" for completing all I-9s, rather than a paper I-9 form.

The I-9 must have section 1 completed and "electronically" signed by the employee before or on the first day of employment. Section 2 must be completed by the employer within 3 days of employment. In order for section two to be completed, the employee must present original documentation. The list of documents that can be presented are listed on page 5 of the I-9 (please do not complete or print the I-9 form itself now that the University is using "Tracker"). Your new unit will give you instructions on how to access Tracker in order to complete section 1.

PAID TIME OFF

The University provides a number of paid time off benefits. Your eligibility for and duration of leave will vary depending on your type of position, and/or years of service.

- Holidays - Nine designated holidays plus two additional floating holidays.
- Vacation - Academic Professional employees may earn up to 24 days per year. Civil Service employees may earn up to 28 days per year.
- Sick Leave - Time available to care for yourself or a member of your household.
- Parental Leave - Up to two weeks per academic year, immediately following the birth, adoption, or foster placement of a child. This is in addition to any sick or vacation leave used.
- Bereavement Leave - Up to three days upon the death of a member of the employee's family.

Other paid time off includes military duty, jury duty or to be a blood, blood platelet or organ donor. Contact Human Resources with questions.

TUITION BENEFITS

Staff in trainee, apprentice, learner, provisional, or status appointments of 50% time or more; academic employees with an appointment of 25% time or more; and retirees are eligible for tuition waiver benefits. Current employees with at least seven years of service can apply for a 50% tuition waiver for dependent children. The waiver may be available for up to four years at an Illinois state institution of higher education, depending on the employee's length of service and appointment status.

The value of undergraduate level tuition waivers for employees is not taxable. However, the value of graduate-level educational benefits exceeding $5,250 in a calendar year is subject to employment taxes and must be reported as taxable wages on Form W-2. This taxation does not apply to qualified Teaching Assistants or Research Assistants.

MORE INFORMATION

If you have questions about any of the benefit plans described, additional information can be found online at:

https://nessie.uihr.uillinois.edu

Select the Benefits tab at the top of the page.

UPB BENEFITS SERVICES

The University Payroll and Benefits Services (UPB) office is available to assist you with questions about healthcare, insurance and retirement plans.

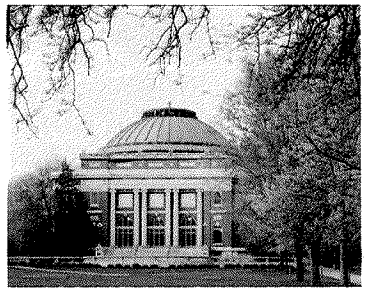
Benefits Services for All Campuses
Phone: 217-333-3111
Email: benefits@uillinois.edu
Fax: 217-244-3135
Phone Hours: 9:00 am to 4:30 pm

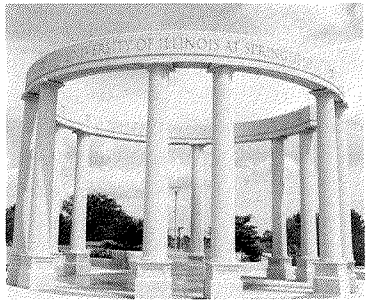
This brochure only briefly describes the employee benefits available at the University of Illinois. Complete information about eligibility, costs, and coverage may be obtained from the UPB Benefits Services office. If any differences exist between the information contained in this brochure and the official plan documents, the plan documents will govern. The benefits described may be changed, modified, or eliminated at any time. Receipt of this brochure is not a promise or guarantee of employment.

This publication may be available in an alternative format upon request. Please contact University Human Resources at uihr@uillinois.edu or 217-333-2590.

9/2012

Highlights of Employee Benefits





The University's comprehensive, cost-effective benefits options are designed to offer flexibility in meeting your personal needs and goals.

UNIVERSITY OF ILLINOIS
URBANA-CHAMPAIGN • CHICAGO • SPRINGFIELD

BENEFITS ELIGIBILITY AND COST:

- Faculty and staff on University payroll, working at least 50% of a normal work period for nine months or more, and eligible to participate in the State Universities Retirement System (SURS), may participate in group insurance benefits. Coverage may be extended to eligible dependents, such as spouse or civil union partner and children.
- The State of Illinois covers much of the cost of health and dental coverage, and all of the cost of vision and basic life insurance for most employees.
- Full- time employees (work 100% of a normal work period) pay a salary-based premium for health, dental, and dependent coverage, as well as the cost for any optional plans.
- Part-time employees (work 50-99% of a normal work period) also pay a portion of the State's cost for employee and dependent health and dental coverage in addition to full-time employee and dependent premiums.

MEDICAL PLANS

A choice of plans lets you select the coverage that best meets your needs and those of your family.

- Quality Care Health Plan (QCHP): A traditional indemnity plan.
- Managed Care Plan: Depending on your location, you may have a choice of Health Maintenance Organizations (HMO) or Open Access Plans (OAP).

DENTAL PLAN

You and your dependents enrolled in any of the health plans are eligible for dental coverage. The Quality Care Dental Plan (QCDP) offers the flexibility to select any dentist.

VISION CARE PLAN

You and your dependents enrolled in any of the health plans are provided this benefit. The Vision Care Plan includes partial coverage for eye exams, eyeglass lenses and frames, or contact lenses.

FLEXIBLE SPENDING ACCOUNTS

Pay eligible health care and dependent care expenses with pre-tax dollars.

- Medical Care Assistance Plan (MCAP): Contribute up to $2,500 pre-tax per year for medical, dental, vision, and other eligible expenses not covered by your health care plan.
- Dependent Care Assistance Plan (DCAP): Contribute up to $5,000 pre-tax per year per household for your dependent care expenses.

TERM LIFE INSURANCE PLAN

- Basic Coverage is provided to all benefits-eligible employees in an amount equal to your annual salary (up to $50,000 is tax exempt).
- Additional life insurance up to eight times annual salary, and coverage for your spouse /civil union partner and children may be purchased.

OPTIONAL AD&D INSURANCE

- State of Illinois Accidental Death & Dismemberment coverage of up to five times your annual salary may be purchased.
- University plan coverage for yourself, spouse/civil union partner, and children, including Worldwide Assistance Services, also available.

FACULTY / STAFF ASSISTANCE PROGRAM

Provides personal, professional, and confidential assistance to all faculty and staff, and their household members experiencing problems that interfere with work or well-being. This employee assistance program can help clarify issues, identify resources, and offer follow-up assistance as needed.

ADOPTION ASSISTANCE

The State of Illinois Adoption Assistance program will reimburse eligible expenses up to $1,500.

STATE UNIVERSITIES RETIREMENT SYSTEM (SURS)

Participation is required for eligible employees. Your contribution, 8% of pensionable earnings, is automatically deducted on a pre-tax basis. An employer contribution varies depending on plan choice. Maximum pensionable earnings, retirement age, vesting, survivor benefit, and other provisions also vary by plan. See http://www.surs.org and select "How to Choose" to view the three plan choices:

- Traditional Benefit Plan (Defined Benefit Plan)
- Portable Benefit Plan (Defined Benefit Plan)
- Self-Managed Plan (Defined Contribution Plan)

Employees eligible for SURS are not covered by federal Social Security; therefore no Social Security taxes are withheld from earnings. However, federal Medicare tax, which amounts to 1.45% of Medicare-eligible salary, will be withheld.

OPTIONAL SUPPLEMENTAL RETIREMENT PLANS:

You may elect to direct part of your pay to investments intended to build a personal retirement fund.

- University Supplemental 403(b) Retirement Plan with pre-tax and post-tax (Roth) options, includes fixed and variable annuity accounts and mutual funds.
- State 457 Deferred Compensation Plan (pre-tax only), includes Money Market, Stable Return, T. Rowe Price Retirement Funds, other stock and bond funds.

DISABILITY INCOME PLAN

Basic disability benefits for University employees are provided through SURS.

LONG TERM DISABILITY PLAN

An optional supplemental plan may be purchased by benefits-eligible employees.

GENERAL TERMS OF EMPLOYMENT FOR ACADEMIC STAFF MEMBERS
(Excerpted from UNIVERSITY OF ILLINOIS *STATUTES* AND *THE GENERAL RULES*)

Academic staff members are subject to policies of the University contained in the University of Illinois ***Statutes*** and ***General Rules Concerning University Organization and Procedure***, the UIUC ***Campus Administrative Manual***, and the UIUC ***Academic Staff Handbook***, all of which are subject to modification from time to time. The following excerpts from the University of Illinois ***Statutes*** and ***General Rules*** contain some of the important aspects of the terms of employment and are for the information of the appointee. The information below does not purport to be exhaustive. New academic appointees are also directed to the UIUC web page that will give them access to the ***Statutes***, ***The General Rules***, the ***Academic Staff Handbook***, and the ***Campus Administrative Manual*** which contain more complete information about the policies referenced below:

http://www.ahr.illinois.edu/employees/policies.html

1. Notification of Appointment from the Board of Trustees

The University of Illinois ***Statutes*** (Article IX, Section 3.a.) provide that only the Board of Trustees has the authority to make formal appointments to the academic staff. New academic staff members will receive a formal Notification of Appointment from the Board once the hiring unit has received back from the candidate all required documents, so the appointment can be processed. Required forms normally include the electronic Employee Information form, the I-9, W-4, and the Authorization for Deposit of Recurring Payments form. Other documents (i.e., resume/vitae, 3 references, etc.) may be required and will be requested as appropriate by the unit. Some of these forms may be completed online through NESSIE.

2. Service and Compensation

The terms of employment of the academic and administrative staff shall be normally defined as one of the following, and noted on the Notification of Appointment:

1) The academic year which shall consist of two semesters (i.e., 08/16-12/31, and 01/01-05/15);
2) Twelve-month basis, including allowable vacation: The annual cycle can span any twelve-month period, but is normally 08/16-08/15;
3) The summer session (normally falls within 05/16-08/15);
4) Other stated periods (i.e., academic professional employees may also be appointed on a ten-month basis, normally paid over a twelve-month period; others are appointed on a dates indicated basis, etc.

Compensation for services shall be in twelve monthly installments or on a *pro rata* basis for shorter periods for all academic staff members. In other words, for services provided over the academic year (08/16-05/15), an academic staff member will be paid over twelve months (08/16-08/15). Certain exceptions to this policy of paying in twelve-monthly installments may include temporary ("visiting") faculty and academic professionals and adjunct faculty, who may be compensated in monthly installments during the period in which services are rendered.

Members of the staff required to render services during the nine-month academic year may be employed in the summer to provide services for a period not exceeding two months. They will receive, for each month of summer service, additional compensation at the monthly rate of one-ninth of the annual rate paid for services required during the preceding academic year. Such employment may be for longer periods during the summer only upon advance approval.

Academic professional staff members appointed on a ten-month basis may render services for an additional month each year and receive additional compensation at the monthly rate of one-tenth of the annual rate paid for services required during the academic year.

Those required to render services for twelve months, with allowable vacation, shall not receive additional compensation for services rendered during the summer. For staff members rendering services partly on a twelve-month basis and partly on an academic year basis, this regulation applies only to the twelve-month portion.

3. Vacation, Holidays, and Sick Leave

Academic staff members employed on the twelve-month service basis earn 24 days of vacation as of the first day of each academic year (defined as 08/16-08/15) at the percentage of the appointment. During any partial year appointment, vacation shall be *pro rated*. (If the appointment is a twelve-month appointment, and the employee elects to leave employment prior to the completion of service, vacation earnings are *pro rated*, and the employee will be expected to reimburse the University for any vacation taken that exceeds the time earned.) Vacation shall be arranged to accommodate the convenience of the staff member and the requirements of the unit. Vacation may be accumulated up to a maximum of 48 working days. Vacations taken during the holiday recesses, other than the actual holidays recognized by the University, shall be considered a part of the annual vacation allowance of 24 days. Academic staff members employed on any service basis other than the twelve-month service basis (i.e., nine months, ten months, etc.) do not earn vacation.

Holidays recognized by the University shall be New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and such other days as may be determined by the President of the University. Academic staff employed at .5 or greater FTE are eligible for two floating holidays each fiscal year (July 1 – June 30). Use of floating holidays must be approved by the unit and taken between July 1 and June 30 of any given year. Floating holidays do not carry over into the next fiscal year.

Most academic staff members earn 25 days of sick leave each academic year at the percentage of the appointment, the first 12 of which are cumulative. Additional requirements for cumulative sick leave include participation in the State Universities Retirement System or the Federal Retirement System, and an appointment for at least 50 percent time to a position for which service is expected to be rendered for at least nine consecutive months. Medical residents, postdoctoral research associates, staff members on an F-1 or J-1 visa (not classified as Resident Aliens), SURS annuitants, other academic and administrative staff members who are not participants in the State Universities or Federal Retirement Systems, and those who are appointed for less than 50 percent time and/or for less than nine consecutive months, earn sick leave of 13 work days for each appointment year, no part of which will be cumulative. Sick leave, like vacation, is earned on August 16 of each year and *pro rated* for appointments which are for a partial year.

4. Eligibility for Benefits: Retirement and Insurance

An academic staff member will normally participate in the State Universities Retirement System (SURS) if the initial appointment is at least 1% of full-time service for at least four continuous months. Exemptions include those with F-1/J-1 visas (not Resident Aliens) and SURS annuitants. Other exclusions may apply. Hourly employees not participating in SURS must contribute to Social Security unless they elect to contribute at least 7.5% of their salary by enrolling in a defined contribution retirement plan. The Benefits Center will have information about retirement information about the three retirement benefits, and employees should contact SURS for detailed information about the three retirement options. Employees who begin employment after July 1, 1998 must choose one SURS option within the first 6 months of employment.

To be eligible to participate in the State Health Insurance Program, an employee must have an initial appointment of at least .5 FTE calculated over a nine-month period of time and be eligible for SURS. Temporary employees appointed on a semester-by-semester basis who have an FTE of 100% are eligible to participate as part-time insurance eligible employees. Part-time insurance eligible employees may participate by sharing proportionately in the insurance premium cost. Undergraduate students with appointments, extra help, academic hourly, and graduate hourly employees are not eligible for employee health insurance benefits. The Benefits Center will have complete information, and new employees are encouraged to attend a scheduled benefits orientation session, as sign-up for insurance plans must be completed within the first ten (10) days of the new appointment.

1940 Statement of Principles on Academic Freedom and Tenure

with 1970 Interpretive Comments

In 1940, following a series of joint conferences begun in 1934, representatives of the American Association of University Professors and of the Association of American Colleges (now the Association of American Colleges and Universities) agreed upon a restatement of principles set forth in the 1925 Conference Statement on Academic Freedom and Tenure. *This restatement is known to the profession as the 1940* Statement of Principles on Academic Freedom and Tenure.

The 1940 Statement *is printed below, followed by Interpretive Comments as developed by representatives of the American Association of University Professors and the Association of American Colleges in 1969. The governing bodies of the two associations, meeting respectively in November 1989 and January 1990, adopted several changes in language in order to remove gender-specific references from the original text.*

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to ensure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole.[1] The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.[1][2]

Tenure is a means to certain ends; specifically: (1) freedom of teaching and research and of extramural activities, and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

Academic Freedom

1. Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
2. Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.[2] Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.[3]
3. College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they

1. The word "teacher" as used in this document is understood to include the investigator who is attached to an academic institution without teaching duties.
2. Boldface numbers in brackets refer to Interpretive Comments that follow.

should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.[4]

Academic Tenure

After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle it is understood that the following represents acceptable academic practice:

1. The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.
2. Beginning with appointment to the rank of full-time instructor or a higher rank,[5] the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution, it may be agreed in writing that the new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years.[6] Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period.[7]
3. During the probationary period a teacher should have the academic freedom that all other members of the faculty have.[8]
4. Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges and should have the opportunity to be heard in his or her own defense by all bodies that pass judgment upon the case. The teacher should be permitted to be accompanied by an advisor of his or her own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from the teacher's own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.[9]
5. Termination of a continuous appointment because of financial exigency should be demonstrably bona fide.

1940 Interpretations

At the conference of representatives of the American Association of University Professors and of the Association of American Colleges on November 7–8, 1940, the following interpretations of the 1940 *Statement of Principles on Academic Freedom and Tenure* were agreed upon:

1. That its operation should not be retroactive.
2. That all tenure claims of teachers appointed prior to the endorsement should be determined in accordance with the principles set forth in the 1925 *Conference Statement on Academic Freedom and Tenure.*
3. If the administration of a college or university feels that a teacher has not observed the admonitions of paragraph 3 of the section on Academic Freedom and believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning the teacher's fitness for his or her position, it may proceed to file charges under paragraph 4 of the section on Academic Tenure. In pressing such charges, the administration should remember that

teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility, and the American Association of University Professors and the Association of American Colleges are free to make an investigation.

1970 Interpretive Comments

Following extensive discussions on the 1940 Statement of Principles on Academic Freedom and Tenure *with leading educational associations and with individual faculty members and administrators, a joint committee of the AAUP and the Association of American Colleges met during 1969 to reevaluate this key policy statement. On the basis of the comments received, and the discussions that ensued, the joint committee felt the preferable approach was to formulate interpretations of the* Statement *in terms of the experience gained in implementing and applying the* Statement *for over thirty years and of adapting it to current needs.*

The committee submitted to the two associations for their consideration the following "Interpretive Comments." These interpretations were adopted by the Council of the American Association of University Professors in April 1970 and endorsed by the Fifty-sixth Annual Meeting as Association policy.

In the thirty years since their promulgation, the principles of the 1940 *Statement of Principles on Academic Freedom and Tenure* have undergone a substantial amount of refinement. This has evolved through a variety of processes, including customary acceptance, understandings mutually arrived at between institutions and professors or their representatives, investigations and reports by the American Association of University Professors, and formulations of statements by that association either alone or in conjunction with the Association of American Colleges. These comments represent the attempt of the two associations, as the original sponsors of the 1940 *Statement,* to formulate the most important of these refinements. Their incorporation here as Interpretive Comments is based upon the premise that the 1940 *Statement* is not a static code but a fundamental document designed to set a framework of norms to guide adaptations to changing times and circumstances.

Also, there have been relevant developments in the law itself reflecting a growing insistence by the courts on due process within the academic community which parallels the essential concepts of the 1940 *Statement;* particularly relevant is the identification by the Supreme Court of academic freedom as a right protected by the First Amendment. As the Supreme Court said in *Keyishian v. Board of Regents,* 385 U.S. 589 (1967), "Our Nation is deeply committed to safeguarding academic freedom, which is of transcendent value to all of us and not merely to the teachers concerned. That freedom is therefore a special concern of the First Amendment, which does not tolerate laws that cast a pall of orthodoxy over the classroom."

The numbers refer to the designated portion of the 1940 *Statement* on which interpretive comment is made.

1. The Association of American Colleges and the American Association of University Professors have long recognized that membership in the academic profession carries with it special responsibilities. Both associations either separately or jointly have consistently affirmed these responsibilities in major policy statements, providing guidance to professors in their utterances as citizens, in the exercise of their responsibilities to the institution and to students, and in their conduct when resigning from their institution or when undertaking government-sponsored research. Of particular relevance is the *Statement on Professional Ethics,* adopted in 1966 as Association policy. (A revision, adopted in 1987, may be found in AAUP, *Policy Documents and Reports,* 10th ed. [Washington, D.C., 2006], 171–72.)
2. The intent of this statement is not to discourage what is "controversial." Controversy is at the heart of the free academic inquiry which the entire statement is designed to foster. The passage serves to underscore the need for teachers to avoid persistently intruding material which has no relation to their subject.
3. Most church-related institutions no longer need or desire the departure from the principle of academic freedom implied in the 1940 *Statement,* and we do not now endorse such a departure.

4. This paragraph is the subject of an interpretation adopted by the sponsors of the 1940 *Statement* immediately following its endorsement which reads as follows:

> If the administration of a college or university feels that a teacher has not observed the admonitions of paragraph 3 of the section on Academic Freedom and believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning the teacher's fitness for his or her position, it may proceed to file charges under paragraph 4 of the section on Academic Tenure. In pressing such charges, the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility, and the American Association of University Professors and the Association of American Colleges are free to make an investigation.

Paragraph 3 of the section on Academic Freedom in the 1940 *Statement* should also be interpreted in keeping with the 1964 *Committee A Statement on Extramural Utterances*, which states inter alia: "The controlling principle is that a faculty member's expression of opinion as a citizen cannot constitute grounds for dismissal unless it clearly demonstrates the faculty member's unfitness for his or her position. Extramural utterances rarely bear upon the faculty member's fitness for the position. Moreover, a final decision should take into account the faculty member's entire record as a teacher and scholar."

Paragraph 5 of the *Statement on Professional Ethics* also deals with the nature of the "special obligations" of the teacher. The paragraph reads as follows:

> As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Both the protection of academic freedom and the requirements of academic responsibility apply not only to the full-time probationary and the tenured teacher, but also to all others, such as part-time faculty and teaching assistants, who exercise teaching responsibilities.

5. The concept of "rank of full-time instructor or a higher rank" is intended to include any person who teaches a full-time load regardless of the teacher's specific title.[3]

6. In calling for an agreement "in writing" on the amount of credit given for a faculty member's prior service at other institutions, the *Statement* furthers the general policy of full understanding by the professor of the terms and conditions of the appointment. It does not necessarily follow that a professor's tenure rights have been violated because of the absence of a written agreement on this matter. Nonetheless, especially because of the variation in permissible institutional practices, a written understanding concerning these matters at the time of appointment is particularly appropriate and advantageous to both the individual and the institution.[4]

7. The effect of this subparagraph is that a decision on tenure, favorable or unfavorable, must be made at least twelve months prior to the completion of the probationary period. If the decision is negative, the appointment for the following year becomes a terminal one. If the decision is affirmative, the provisions in the 1940 *Statement* with respect to the termination of service of teachers or investigators after the expiration of a probationary period should apply from the date when the favorable decision is made.

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3. For a discussion of this question, see the "Report of the Special Committee on Academic Personnel Ineligible for Tenure," *Policy Documents and Reports*, 9th ed. (Washington, D.C., 2001), 88–91.

4. For a more detailed statement on this question, see "On Crediting Prior Service Elsewhere as Part of the Probationary Period," *Policy Documents and Reports*, 10th ed. (Washington, D.C., 2006), 55–56.

The general principle of notice contained in this paragraph is developed with greater specificity in the *Standards for Notice of Nonreappointment*, endorsed by the Fiftieth Annual Meeting of the American Association of University Professors (1964). These standards are:

> Notice of nonreappointment, or of intention not to recommend reappointment to the governing board, should be given in writing in accordance with the following standards:
>
> 1. *Not later than March 1 of the first academic year of service,* if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.
> 2. *Not later than December 15 of the second academic year of service,* if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination.
> 3. At least twelve months before the expiration of an appointment after two or more years in the institution.

Other obligations, both of institutions and of individuals, are described in the *Statement on Recruitment and Resignation of Faculty Members*, as endorsed by the Association of American Colleges and the American Association of University Professors in 1961.

8. The freedom of probationary teachers is enhanced by the establishment of a regular procedure for the periodic evaluation and assessment of the teacher's academic performance during probationary status. Provision should be made for regularized procedures for the consideration of complaints by probationary teachers that their academic freedom has been violated. One suggested procedure to serve these purposes is contained in the *Recommended Institutional Regulations on Academic Freedom and Tenure*, prepared by the American Association of University Professors.

9. A further specification of the academic due process to which the teacher is entitled under this paragraph is contained in the *Statement on Procedural Standards in Faculty Dismissal Proceedings*, jointly approved by the American Association of University Professors and the Association of American Colleges in 1958. This interpretive document deals with the issue of suspension, about which the 1940 *Statement* is silent.

   The 1958 *Statement* provides: "Suspension of the faculty member during the proceedings is justified only if immediate harm to the faculty member or others is threatened by the faculty member's continuance. Unless legal considerations forbid, any such suspension should be with pay." A suspension which is not followed by either reinstatement or the opportunity for a hearing is in effect a summary dismissal in violation of academic due process.

   The concept of "moral turpitude" identifies the exceptional case in which the professor may be denied a year's teaching or pay in whole or in part. The statement applies to that kind of behavior which goes beyond simply warranting discharge and is so utterly blameworthy as to make it inappropriate to require the offering of a year's teaching or pay. The standard is not that the moral sensibilities of persons in the particular community have been affronted. The standard is behavior that would evoke condemnation by the academic community generally.

Statement on Professional Ethics

The statement that follows, a revision of a statement originally adopted in 1966, was approved by the Association's Committee on Professional Ethics, adopted by the Association's Council in June 1987, and endorsed by the Seventy-third Annual Meeting.

Introduction

From its inception, the American Association of University Professors has recognized that membership in the academic profession carries with it special responsibilities. The Association has consistently affirmed these responsibilities in major policy statements, providing guidance to professors in such matters as their utterances as citizens, the exercise of their responsibilities to students and colleagues, and their conduct when resigning from an institution or when undertaking sponsored research. The *Statement on Professional Ethics* that follows sets forth those general standards that serve as a reminder of the variety of responsibilities assumed by all members of the profession.

In the enforcement of ethical standards, the academic profession differs from those of law and medicine, whose associations act to ensure the integrity of members engaged in private practice. In the academic profession the individual institution of higher learning provides this assurance and so should normally handle questions concerning propriety of conduct within its own framework by reference to a faculty group. The Association supports such local action and stands ready, through the general secretary and the Committee on Professional Ethics, to counsel with members of the academic community concerning questions of professional ethics and to inquire into complaints when local consideration is impossible or inappropriate. If the alleged offense is deemed sufficiently serious to raise the possibility of adverse action, the procedures should be in accordance with the 1940 *Statement of Principles on Academic Freedom and Tenure*, the 1958 *Statement on Procedural Standards in Faculty Dismissal Proceedings*, or the applicable provisions of the Association's *Recommended Institutional Regulations on Academic Freedom and Tenure.*

The Statement

1. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
2. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
3. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas

professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.

4. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.
5. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

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Christophe Pierre
Vice President

August 1, 2014

PERSONAL AND CONFIDENTIAL

Professor Steven Salaita

via email: salaita@vt.edu

[redacted]

Dept. of English MC 0112
180 Turner Street, NW
Blacksburg, Virginia 24061

Dear Professor Salaita,

As you are aware, on October 3, 2013, Brian H. Ross, Interim Dean of the College of Liberal Arts and Sciences, wrote to you to inform you that Professor Jodi Byrd, Acting Director of American Indian Studies, had recommended you for a position on the faculty of the University of Illinois at Urbana-Champaign. As Dean Ross' letter stated: "This recommendation for appointment is subject to approval by the Board of Trustees of the University of Illinois."

We write to inform you that your appointment will not be recommended for submission to the Board of Trustees in September, and we believe that an affirmative Board vote approving your appointment is unlikely. We therefore will not be in a position to appoint you to the faculty of the University of Illinois at Urbana-Champaign. We write to you today so that you would be aware of this fact and would be able to act accordingly.

Thank you for your interest in and consideration of the University of Illinois.

Sincerely,

Christophe Pierre
Vice President for Academic Affairs

Phyllis M. Wise
Chancellor
University of Illinois at Urbana-Champaign

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